



6355-01-M

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 16-C0002]

Gree Electric Appliances, Inc. of Zhuhai, Hong Kong Gree Electric Appliances Sales Co., Ltd., and Gree USA Sales, Ltd., Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the Federal Register in accordance with the terms of 16 CFR 1118.20(e). Published below is a provisionally-accepted Settlement Agreement with Gree Electric Appliances, Inc. of Zhuhai, Hong Kong Gree Electric Appliances Sales Co., Ltd., and Gree USA Sales, Ltd. containing a civil penalty in the amount of fifteen million four hundred fifty thousand dollars (US\$15,450,000) within thirty (30) days of service of the Commission's final Order accepting the Settlement Agreement.¹

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the

¹ The Commission voted (4-1) to provisionally accept the Settlement Agreement and Order regarding Gree Electric Appliances, Inc. of Zhuhai, Hong Kong Gree Electric Appliances Sales Co., Ltd., and Gree USA Sales, Ltd. Chairman Kaye, Commissioner Adler, Commissioner Robinson and Commissioner Mohorovic voted to provisionally accept the Settlement Agreement and Order. Commissioner Buerkle voted to reject the Settlement Agreement and Order. Commissioner Mohorovic and Commissioner Robinson filed statements regarding this matter. The statements are available at the Office of the Secretary or the CPSC website, www.cpsc.gov.

Secretary by [INSERT DATE 15 DAYS AFTER DATE OF PUBLICATION IN THE
FEDERAL REGISTER].

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send
written comments to the Comment 16-C0002, Office of the Secretary, Consumer Product
Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814-
4408.

FOR FURTHER INFORMATION CONTACT: Daniel R. Vice, Trial Attorney, Division
of Compliance, Office of the General Counsel, Consumer Product Safety Commission,
4330 East West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-6996.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears
below.

Dated: March 25, 2016.

Todd A. Stevenson

Secretary

**UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION**

In the Matter of:

GREE ELECTRIC APPLIANCES,
INC., OF ZHUHAI, HONG KONG
GREE ELECTRIC APPLIANCES
SALES CO., LTD., AND GREE USA
SALES, LTD.

CPSC Docket No.: 16-C0002

SETTLEMENT AGREEMENT

1. In accordance with the Consumer Product Safety Act, 15 U.S.C. §§ 2051–2089 (“CPSA”) and 16 C.F.R. § 1118.20, Gree Electric Appliances, Inc., of Zhuhai, Hong Kong Gree Electric Appliances Sales Co., Ltd., and Gree USA Sales, Ltd. (collectively “Gree”), and the United States Consumer Product Safety Commission (“Commission”), through its staff, hereby enter into this Settlement Agreement (“Agreement”). The Agreement, and the incorporated attached Order, resolve staff’s charges that Gree is subject to civil penalties in this matter, under section 20 of the CPSA, 15 U.S.C. § 2069, as set forth below.

THE PARTIES

2. The Commission is an independent federal regulatory agency, established pursuant to, and responsible for the enforcement of, the CPSA, 15 U.S.C. §§ 2051–2089. By executing the Agreement, staff is acting on behalf of the Commission, pursuant to 16 C.F.R. § 1118.20(b). The Commission issues the Order under the provisions of the CPSA.

3. Gree Electric Appliances, Inc., of Zhuhai, is incorporated in China, and its principal place of business is in China. Hong Kong Gree Electric Appliances Sales Co., Ltd., is incorporated in Hong Kong, and its principal place of business is in Hong Kong. Gree USA Sales, Ltd., is incorporated in California, and its principal place of business is in City of Industry, CA.

STAFF CHARGES

4. Between January 2005 and August 2013, Gree manufactured, imported, and sold approximately 2.5 million dehumidifiers manufactured before December 2012 (“Dehumidifiers”) in the United States.

5. The Dehumidifiers are a “consumer product” that was “distributed in commerce,” as those terms are defined or used in sections 3(a)(5) and (8) of the CPSA, 15 U.S.C. § 2052(a)(5) and (8). Gree was a “manufacturer” and “distributor” of the Dehumidifiers, as such terms are defined in sections 3(a)(7) and (11) of the CPSA, 15 U.S.C. § 2052(a)(7) and (11).

Violation of CPSA Section 19(a)(4)

6. The Dehumidifiers are defective and create an unreasonable risk of serious injury or death because they can overheat, smoke and catch fire, posing smoke and burn hazards to consumers.

7. In July 2012, Gree began receiving reports of smoking, sparking and fires involving the Dehumidifiers. Gree received reports of property damage due to these fires.

8. In response to reports of smoking, sparking and fires, Gree implemented design changes to remedy the defect and unreasonable risk of injury or death associated with the Dehumidifiers.

9. Despite having information reasonably supporting the conclusion of a defect or the creation of an unreasonable risk of serious injury or death associated with the Dehumidifiers, Gree did not notify the Commission immediately of such defect or risk, as required by sections 15(b)(3) and (4) of the CPSA, 15 U.S.C. §§ 2064(b)(3) and (4).

10. Because the information in Gree's possession constituted actual and presumed knowledge, Gree knowingly violated section 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(4), as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. § 2069(d).

Violation of CPSA Section 19(a)(12)

11. Although Gree knew that the Dehumidifiers were not compliant with UL flammability standards, Gree sold, offered for sale, distributed in commerce, and imported the Dehumidifiers bearing the UL mark.

12. The UL mark is a registered safety certification mark owned by UL, which is an accredited conformity assessment body.

13. Because Gree knew, or should have known, that the sale, offer for sale, distribution, and importation of Dehumidifiers that were not compliant with UL standards was not authorized by UL, Gree knowingly violated section 19(a)(12) of the CPSA, 15 U.S.C. § 2068(a)(12), as the term "knowingly" is defined in section 20(d) of the CPSA, 15 U.S.C. § 2069(d).

Violation of CPSA Section 19(a)(13)

14. Gree made material misrepresentations to Commission staff that the Dehumidifiers met UL flammability standards, knowing such representations to be false.

15. Gree also made material misrepresentations to Commission staff concerning the date when Gree became aware that the Dehumidifiers were not compliant with UL standards, knowing such representations to be false.

16. By knowingly making material misrepresentations to Commission staff during the course of an investigation, Gree knowingly violated section 19(a)(13) of the CPSA, 15 U.S.C. § 2068(a)(13), as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. § 2069(d).

Civil Penalties Pursuant to CPSA Section 20

17. Pursuant to section 20 of the CPSA, 15 U.S.C. § 2069, Gree is subject to civil penalties for its knowing violations of sections 19(a)(4), (12), and (13) of the CPSA, 15 U.S.C. §§ 2068(a)(4), (12) and (13).

RESPONSE OF GREE

18. The signing of this Agreement does not constitute an admission by Gree that either reportable information or a substantial product hazard exists.

19. Gree enters into this Agreement to settle this matter without the delay and expense of litigation. Gree enters into this Agreement and agrees to pay the amount referenced below in compromise of the staff’s charges.

20. Gree voluntarily notified the Commission in connection with the dehumidifiers in March 2013. Gree carried out a voluntary recall in cooperation with the Commission and acted to reduce the potential risk of injury.

AGREEMENT OF THE PARTIES

21. Gree submits to the jurisdiction of the Commission in the matter involving the Dehumidifiers.

22. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Gree or a determination by the Commission that Gree violated the CPSA's reporting requirements.

23. In settlement of staff's charges, and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation, Gree shall pay a civil penalty in the amount of fifteen million four hundred fifty thousand dollars (US\$15,450,000) within thirty (30) calendar days after receiving service of the Commission's final Order accepting the Agreement. All payments to be made under the Agreement shall constitute debts owing to the United States and shall be made by electronic wire transfer to the United States via: <http://www.pay.gov> for allocation to and credit against the payment obligations of Gree under this Agreement. Failure to make such payment by the date specified in the Commission's final Order shall constitute Default.

24. All unpaid amounts, if any, due and owing under the Agreement shall constitute a debt due and immediately owing by Gree to the United States, and interest shall accrue and be paid by Gree at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b) from the date of Default until all amounts due have been paid in full (hereinafter "Default Payment Amount" and "Default Interest Balance"). Gree shall consent to a Consent Judgment in the amount of the Default Payment Amount and Default Interest Balance, and the United States, at its sole option, may collect the entire Default Payment Amount and Default Interest Balance or exercise any other rights

granted by law or in equity, including but not limited to referring such matters for private collection, and Gree agrees not to contest, and hereby waives and discharges any defenses to, any collection action undertaken by the United States or its agents or contractors pursuant to this paragraph. Gree shall pay the United States all reasonable costs of collection and enforcement under this paragraph, respectively, including reasonable attorney's fees and expenses.

25. After staff receives this Agreement executed on behalf of Gree, staff shall promptly submit the Agreement to the Commission for provisional acceptance. Promptly following provisional acceptance of the Agreement by the Commission, the Agreement shall be placed on the public record and published in the *Federal Register*, in accordance with the procedures set forth in 16 C.F.R. § 1118.20(e). If the Commission does not receive any written request not to accept the Agreement within fifteen (15) calendar days, the Agreement shall be deemed finally accepted on the 16th calendar day after the date the Agreement is published in the *Federal Register*, in accordance with 16 C.F.R. § 1118.20(f).

26. This Agreement is conditioned upon, and subject to, the Commission's final acceptance, as set forth above, and it is subject to the provisions of 16 C.F.R. § 1118.20(h). Upon the later of: (i) Commission's final acceptance of this Agreement and service of the accepted Agreement upon Gree, and (ii) the date of issuance of the final Order, this Agreement shall be in full force and effect and shall be binding upon the parties.

27. Effective upon the later of: (i) the Commission's final acceptance of the Agreement and service of the accepted Agreement upon Gree, and (ii) and the date of

issuance of the final Order, for good and valuable consideration, Gree hereby expressly and irrevocably waives and agrees not to assert any past, present, or future rights to the following, in connection with the matter described in this Agreement: (i) an administrative or judicial hearing; (ii) judicial review or other challenge or contest of the Commission's actions; (iii) a determination by the Commission of whether Gree failed to comply with the CPSA and the underlying regulations; (iv) a statement of findings of fact and conclusions of law; and (v) any claims under the Equal Access to Justice Act.

28. Gree shall implement and maintain a compliance program designed to ensure compliance with the CPSA and regulations enforced by the Commission with respect to any consumer product manufactured, imported, distributed, or sold by Gree, and which, at a minimum, shall contain the following elements:

- a. written standards and policies;
- b. written procedures that provide for the appropriate forwarding to compliance personnel of all information that may relate to, or impact, CPSA compliance, including all reports and complaints involving consumer products, whether an injury is referenced or not;
- c. a mechanism for confidential employee reporting of compliance-related questions or concerns to either a compliance officer or to another senior manager with authority to act as necessary;
- d. effective communication of company compliance-related policies and procedures regarding the CPSA to all applicable employees through training programs or otherwise;

- e. Gree senior management responsibility for CPSA compliance and accountability for violations of the statutes and regulations enforced by the Commission;
- f. Gree governing body oversight of CPSA compliance; and
- g. retention of all CPSA compliance-related records for at least five (5) years, and availability of such records to staff upon reasonable request.

29. Gree shall implement, maintain, and enforce a system of internal controls and procedures designed to ensure that, with respect to all consumer products manufactured, imported, distributed, or sold by Gree:

- a. information required to be disclosed by Gree to the Commission is recorded, processed, and reported in accordance with applicable law;
- b. all reporting made to the Commission is timely, truthful, complete, accurate, and in accordance with applicable law; and
- c. prompt disclosure is made to Gree's management of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to affect adversely, in any material respect, Gree's ability to record, process, and report to the Commission in accordance with applicable law.

30. Upon reasonable request of staff, Gree shall provide written documentation of its improvements, processes and controls, including, but not limited to, the effective dates of such improvements, processes and controls as set forth in paragraphs 28 through 29 above. Upon reasonable request, Gree shall cooperate fully and truthfully with staff and shall make available, in a manner agreed to by the parties, all

non-privileged information and materials, and personnel deemed necessary by staff to evaluate Gree's compliance with the terms of the Agreement.

31. The parties acknowledge and agree that the Commission may publicize the terms of the Agreement and the Order.

32. Gree represents that the Agreement: (i) is entered into freely and voluntarily, without any degree of duress or compulsion whatsoever; (ii) has been duly authorized; and (iii) constitutes the valid and binding obligation of Gree, enforceable against Gree in accordance with its terms. Gree will not directly or indirectly receive any reimbursement, indemnification, insurance-related payment, or other payment in connection with the civil penalty to be paid by Gree pursuant to the Agreement and Order. The individuals signing the Agreement on behalf of Gree represent and warrant that they are duly authorized by Gree to execute the Agreement.

33. The signatories represent that they are authorized to execute this Agreement.

34. The Agreement is governed by the laws of the United States.

35. The Agreement and the Order shall apply to, and be binding upon, Gree and each of its successors, transferees, and assigns, and a violation of the Agreement or Order may subject Gree, and each of its successors, transferees, and assigns, to appropriate legal action.

36. Nothing herein shall preclude the Commission from initiating any other proceedings to enforce the Order.

37. The Agreement and the Order constitute the complete agreement between the parties on the subject matter contained therein.

38. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict their terms. For purposes of construction, the Agreement shall be deemed to have been drafted by both of the parties and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

39. The Agreement may not be waived, amended, modified, or otherwise altered, except as in accordance with the provisions of 16 C.F.R. § 1118.20(h). The Agreement may be executed in counterparts.

40. If any provision of the Agreement or the Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and the Order, such provision shall be fully severable. The balance of the Agreement and the Order shall remain in full force and effect, unless the Commission and Gree agree in writing that severing the provision materially affects the purpose of the Agreement and the Order.

GREE ELECTRIC APPLIANCES, INC., OF ZHUHAI,
HONG KONG GREE ELECTRIC APPLIANCES SALES
CO., LTD., AND GREE USA SALES, LTD.

Dated: March 12, 2016

By: _____
Li Mingjing
Counsel, Securities and Legal Affairs Department
Gree Electric Appliances, Inc., of Zhuhai, Hong Kong Gree
Electric Appliances Sales Co., Ltd., and Gree USA Sales, Ltd.

Dated: March 14, 2016

By: _____

Ellen Nudelman Adler
Morrison and Foerster LLP
12531 High Bluff Drive
San Diego, CA 92130-2040

Counsel to Gree Electric Appliances, Inc., of Zhuhai, Hong
Kong Gree Electric Appliances Sales Co., Ltd., and Gree USA
Sales, Ltd.

U.S. CONSUMER PRODUCT SAFETY
COMMISSION

Stephanie Tsacoumis
General Counsel

Mary T. Boyle
Deputy General Counsel

Mary B. Murphy
Assistant General Counsel

Dated: March 14, 2016

By: _____

Daniel R. Vice
Trial Attorney
Division of Compliance
Office of the General Counsel

**UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY COMMISSION**

In the Matter of:

GREE ELECTRIC APPLIANCES, INC.,
OF ZHUHAI, HONG KONG GREE
ELECTRIC APPLIANCES SALES CO.,
LTD., AND GREE USA SALES, LTD.

CPSC Docket No.: 16-C0002

ORDER

Upon consideration of the Settlement Agreement entered into between Gree Electric Appliances, Inc. of Zhuhai, Hong Kong Gree Electric Appliances Sales Co., Ltd., and Gree USA Sales, Ltd. (collectively “Gree”), and the U.S. Consumer Product Safety Commission (“Commission”), and Gree having submitted to the jurisdiction of the Commission with respect to the subject matter, and it appearing that the Settlement Agreement and the Order are in the public interest, it is:

ORDERED that the Settlement Agreement be, and is, hereby, accepted; and it is

FURTHER ORDERED that Gree shall comply with the terms of the Settlement Agreement and shall pay a civil penalty in the amount of fifteen million four hundred fifty thousand dollars (US\$15,450,000) within thirty (30) days after service of the Commission’s final Order accepting the Settlement Agreement. The payment shall be made by electronic wire transfer to the Commission via: <http://www.pay.gov>. Upon the failure of Gree to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Gree at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b). If Gree fails to make such payment or to comply in full with any other

provision of the Settlement Agreement, such conduct will be considered a violation of the Settlement Agreement and Order.

Provisionally accepted and provisional Order issued on the 25th day of March, 2016.

BY ORDER OF THE COMMISSION:

Todd A. Stevenson, Secretary
U.S. Consumer Product Safety Commission

[FR Doc. 2016-07124 Filed: 3/29/2016 8:45 am; Publication Date: 3/30/2016]